

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000003801
Formula Ford
PO Box 307
Montpelier VT 05601
USA

Contract ID 0000000000000000000020700		Page 1 of 6
Contract Dates 08/01/2011 to 08/01/2015		Origin CPS
Description: HYBRID VEHICLES - FORD		Contract Maximum \$999,999.00
Buyer Name Smith,Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #: 802-479-0136

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		AUTOMOBILE, HYBRID, MID SIZE, SEDAN FRONT WHEEL DRIVE	EA	28,891.00000	0.00	0.00

1. TYPE Hybrid mid-size automobiles, front wheel drive, four door sedan with seating for five.
2. WHEELBASE: Minimum 109"
3. ENGINE: Approx. - 2.4 Liter, 4 Cylinder, HP 145 Gas Hybrid
4. TRANSMISSION: Automatic
5. RADIATOR: Heavy Duty Option
6. ANTIFREEZE: 5 year/100,000 mile with protection to minus 35 degrees Fahrenheit
7. DRIVE TRAIN: 2 Wheel - Front
8. BRAKES: ABS
9. ELECTRICAL
 - BATTERY: Minimum - 500 CCA
 - Alternator: Minimum - 95 amps
10. AIR CONDITIONING: Manual
11. HEATER/DEFROSTER: Fresh Air Heater and Defroster. Largest BTU output option available for model.
12. LIGHTS: Daytime Running
13. SAFETY FEATURES: Driver Side Air Bags
14. STEREO: AM/FM Radio
15. SEATS: Cloth; Front fully adjustable backrest with lumbar support; rear 60/40 split seat
16. TILT STEERING AND SPEED CONTROL
17. COLD CLIMATE PACKAGE: Engine Block Heater and Rear Window Defroster
18. POWER WINDOWS
19. POWER DOOR LOCKS
20. REAR WINDOW DEFROSTER
21. FLOOR MATS (4) RUBBER
22. MUD FLAPS (4) INSTALLED
23. FRONT LICENSE PLATE BRACKET INSTALLED
24. WARRANTY: Minimum of 36 months/36,000 miles bumper to bumper

MANUFACTURER: FORD

MODEL: FUSION

MODEL #POL

MODEL YEAR: 2012

BASE PRICE : \$28,891.00

PERCENTAGE OFF MSRP OPTIONS: 10%

AND

PERCENTAGE OFF MSRP AFTERMARKET OPTIONS: 5%

LABOR RATE TO INSTALL ANY AND ALL AFTERMARKET OPTIONS: \$80/HOUR

COMBINED EPA - MPG 41/36

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2		SPORT UTILITY HYBRID OR CROSS OVER UTILITY VEHICLE WITH SEATING FOR FIVE, ALL WHEEL DRIVE OR FOUR WHEEL DRIVE	EA	30,851.00000	0.00	0.00

1. TYPE Hybrid sports utility vehicle or crossover utility vehicle with seating for five.
2. WHEELBASE: Minimum 103"
3. ENGINE: Approx. - 2.5 Liter, 4 Cylinder, Gas Hybrid
4. TRANSMISSION: Automatic
5. RADIATOR: Heavy Duty Option
6. ANTIFREEZE: 5 year/100,000 mile with protection to minus 35 degrees Fahrenheit
7. DRIVE TRAIN: 2 Wheel - Front
8. BRAKES: ABS
9. CAPACITIES
 - GVWR Minimum 4353 lbs.
 - PAYLOAD Minimum 1091 lbs.
10. SUSPENSION
 - SPRINGS & AXLES Conforming to GVW rating
 - SHOCK ABSORBERS Heavy duty, front and rear
11. TIRES & WHEELS
 - TIRES Five all terrain radial tires to conform to GVW rating: same size and ply all around
 - JACK Stand jack and lug wrench for model bid
12. ELECTRICAL
 - BATTERY: Minimum - 500 CCA
 - ALTERNATOR: Minimum - 95 amps
13. AIR CONDITIONING: Manual
14. HEATER/DEFROSTER: Fresh Air Heater and Defroster. Largest BTU output option available for model.
15. LIGHTS: Daytime Running
16. SAFETY FEATURES: Driver Side Air Bags
17. STEREO: AM/FM Radio
18. SEATS: Cloth; Front fully adjustable backrest with lumbar support; rear 60/40 split seat
19. TILT STEERING AND SPEED CONTROL
20. COLD CLIMATE PACKAGE: Engine Block Heater and Rear Window Defroster
21. POWER WINDOWS
22. POWER DOOR LOCKS
23. POWER STEERING
24. REAR WINDOW DEFROSTER
25. FLOOR MATS (4) RUBBER
26. MUD FLAPS (4) INSTALLED
27. FRONT LICENSE PLATE BRACKET INSTALLED
28. WARRANTY: Minimum of 36 months/36,000 miles bumper to bumper

MANUFACTURER: FORD

MODEL: ESCAPE

MODEL #U5K

MODEL YEAR: 2012

BASE PRICE : \$30,851.00

PERCENTAGE OFF MSRP OPTIONS: 10%

AND

PERCENTAGE OFF MSRP AFTERMARKET OPTIONS: 5%

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LABOR RATE TO INSTALL ANY AND ALL AFTERMARKET OPTIONS: \$80/HOUR

COMBINED EPA - MPG 30/27

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR 2012 MODEL YEAR VEHICLES ISSUED JUNE 27, 2011 AND VENDOR'S RESPONSE DATED JULY 20, 2011.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE 2012 MODEL YEAR VEHICLES AND SUBSEQUENT MODEL YEAR VEHICLES THROUGH THE TERM OF THE CONTRACT.

CONTRACT TERM: THE INITIAL CONTRACT PERIOD WILL BE FOUR (4) YEARS WITH OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE YEAR PERIODS.

TITLES: ALL TITLES WILL BE WRITTEN TO THE REQUESTING DEPARTMENT. ALL STATE OWNED VEHICLES WILL INDICATE THE FIRST LIEN HOLDER AS THE STATE OF VERMONT, BUILDINGS AND GENERAL SERVICES, 103 SOUTH MAIN STREET, WATERBURY, VT 05676

ALL COMPONENTS, BRAKE LININGS, CLUTCH DISKS, ETC WILL BE MANUFACTURED WITH ASBESTOS FREE MATERIAL.

AT THE TIME OF DELIVERY, ALL VEHICLES MUST MEET THE FOLLOWING CONDITIONS:

1. CONFORM AND BE EQUIPPED TO MEET THE REQUIREMENTS OF THE VERMONT DEPARTMENT OF MOTOR VEHICLES.
2. MEET CALIFORNIA EMISSIONS STANDARDS
3. BE COMPLETELY VERMONT STATE INSPECTED AND SERVICED BY VENDOR INCLUDING:
 - a. STEERING GEOMETRY
 - b. BALANCING OF ALL WHEELS AND TIRES
4. HAVE A MINIMUM OF 1/2 TANK OF FUEL REGISTERED ON THE FUEL GAUGE.
5. INCLUDE 4 SETS OF PROGRAMMED WORKING MANUFACTURER'S KEYS AND 2 FOBS, IF AVAILABLE. VENDOR'S VEHICLE BASE BID PRICE MUST INCLUDE THE COST FOR THESE KEYS AND FOBS.
6. ALL NECESSARY PAPERWORK REQUIRED TO REGISTER VEHICLE
7. BE ELIGIBLE TO BE REGISTERED IN VERMONT
8. COMPLY WITH THE STATE OF VERMONT WHEEL WEIGHT STATUTE:
<http://www.leg.state.vt.us/statutes/fullsection.cfm?Title=09&Chapter=063&Section=02470h>
9. ALL VEHICLES OFFERED BY THE CONTRACTOR MUST BE NEW; SHALL NOT BE USED, REBUILT, REFURBISHED AND SHALL NOT HAVE BEEN DEMONSTRATION VEHICLES. INITIAL DELIVERY OF THE VEHICLES SHALL NOT EXCEED 200 MILES ON THE ODOMETER WITHOUT PRIOR APPROVAL FROM THE ORDERING ENTITY.

PENALTIES:

THE FOLLOWING PENALTIES WILL APPLY FOR EACH VEHICLE DELIVERED THAT DO NOT MEET CONDITIONS 3, 4, & 5 ABOVE:

CONDITION #3: VEHICLE IS NOT VT STATE INSPECTED AT TIME OF DELIVERY: \$50.00 FOR THE INSPECTION & \$75.00 LABOR = \$125.00 PER VEHICLE.

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CONDITION #4: VEHICLE NOT DELIVERED WITH A MINIMUM 1/2 TANK OF FUEL; ACTUAL COST OF FUEL PLUS \$25.00 LABOR TO BRING THE TANK TO HALF FULL, PER VEHICLE.

CONDITION #5: KEYS: ACTUAL COST TO PURCHASE KEYS AT THE LOCATION OF CUSTOMER'S CHOICE + \$25.00 LABOR PER VEHICLE.

THE TOTAL AMOUNT FOR ANY OF THESE PENALTIES WHERE APPLICABLE WILL BE DEDUCTED FROM THE INVOICE AMOUNT.

VENDOR IS TO PROVIDE ORDER ACKNOWLEDGEMENT TO "INVOICE TO" ADDRESS OR AN ADDRESS DETERMINED BY THE ORDERING PARTIES.

ALL STATE OWNED VEHICLES MUST BE DELIVERED TO ONE OF THE THREE LOCATIONS:
FLEET MANAGEMENT SERVICES - 103 SOUTH MAIN STREET, WATERBURY, VT 05676 - FOR ALL NON PUBLIC SAFETY AND VTRANS PURCHASES.

DEPARTMENT PUBLIC SAFETY - 394 HEGEMAN AVENUE, COLCHESTER, VT 05446 - FOR ALL PUBLIC SAFETY VEHICLES.

AGENCY OF TRANSPORTATION - 1756 US ROUTE 302, BERLIN, VT 05633 - FOR ALL VTRANS VEHICLES.

PRICING FOR XM SATELITE RADIO SHOULD BE DEDUCTED FROM THE BID PRICE.
ONSTAR (IF STANDARD WITH VEHICLE) MAY BE INCLUDED IN THE BID.

AVAILABILITY: VEHICLES SHALL BE AVAILABLE CONTINGENT UPON MANUFACTURER'S AVAILABILITY.

PRICING: ALL PRICING MUST REMAIN IN EFFECT FOR THE ENTIRE MODEL YEAR PRODUCTION. CONTRACTORS MAY SUBMIT PRICING FOR THE NEXT MODEL YEAR VEHICLES AS THEY BECOME AVAILABLE. PRICING MUST BE BASED ON A MANUFACTURER'S PERCENTAGE INCREASE OR DECREASE AND THE CONTRACTOR CANNOT INCORPORATE ADDITIONAL PRICING OVER AND ABOVE THE MANUFACTURER'S INCREASE. A LETTER FROM THE MANUFACTURER INDICATING THE PERCENTAGE INCREASE OR DECREASE MUST ACCOMPANY THE REQUEST BY THE CONTRACTOR. CONTRACTORS ARE TO INDICATE FOR EACH VEHICLE ON THE CONTRACT THEIR PERCENTAGE OFF MSRP FOR OPTIONAL EQUIPMENT, PERCENTAGE OFF MSRP AFTERMARKET OPTIONS AND LABOR RATE TO INSTALL ANY AND ALL AFTERMARKET OPTIONS. NO OTHER PRICING STRUCTURE WILL BE ALLOWED. FAILURE TO ADHERE TO THIS REQUIREMENT MAY BE CAUSE FOR CANCELLATION.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED

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DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.						

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT. PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE WITH A WRITTEN WARRANTY FOR EACH VEHICLE THAT THEY FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE.

VENDOR CONTACT INFORMATION: CHUCK WILLIAMS, TELEPHONE 802-651-0238, FAX 802-651-0225, EMAIL: CHUCK@SHEARERCHEVROLET.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@state.vt.us

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____